

REPLY OF MANAGER FARISH GOES FULLY INTO ALL CHARGES FILED

The hearing of the charges filed against City Manager W. A. Farish will be resumed at 1 o'clock this afternoon, adjournment having been taken on Friday afternoon to this date. It is understood there are still many witnesses to be heard for the defense as well as a number to be sworn by both sides in rebuttal.

The written reply of Manager Farish to the charges has been briefly reviewed in The Republican. The reply covers the ground and scope of the hearing so completely and there have been so many inquiries regarding the defense Manager Farish is making, The Republican this morning prints the reply to the original charges.

The answer to the supplemental charges will appear tomorrow.

Replying to the original charges Manager Farish says:

To the Commission of the City of Phoenix:

At the meeting of your commission held on the 22nd day of January, 1915, a form of resolution was presented to this commission by Mr. P. H. Hayes, prefaced with a number of preambles and to which is attached the affidavits of one A. W. Costigan, one George O. Brishbois, and one Earl H. Barker, purporting to charge the City Manager of the city of Phoenix with alleged incompetency and with certain acts and conduct in support of said alleged incompetency, said form of resolution and preambles purporting to emanate from the Commission.

However, the Commission has disavowed that the matters alleged in the preambles of said form of resolution were formulated or instigated by the Commission, but stated that the Commission would consider the same as charges emanating from the said persons whose affidavits are attached thereto; and requested the said City Manager to answer said alleged charges of incompetency.

Therefore, said City Manager takes this opportunity to answer the said alleged charges of incompetency, not, however, admitting the regularity, efficiency or legality of this proceeding, and especially objecting to this proceeding on the grounds that there is no ordinance of this commission, nor provision of law, which warrants or authorizes this proceeding.

The said City Manager will answer the alleged specifications of incompetency as contained in said resolutions, to said form of resolution in the order in which they are made, as follows:

This manager, for answer to preamble I of said form of resolution, denies that the cost of operation and maintenance of the City of Phoenix, for the five months ending December 1, 1914, was \$14,625.53 over and above the cost of operation and maintenance of the city for the same five months during the year 1913; and denies that this manager can show nothing of achievement or increased benefit to the City of Phoenix to justify any increase in cost of operation. However, this manager admits that there was an increase in the cost of maintenance and operation of the City of Phoenix during the five months ending December 1, 1914, over and above the cost of operation and maintenance of said government for the corresponding five months of 1913, to the amount of \$9,872.89; and no more; and this manager in that connection says that said increase of \$9,872.89, as aforesaid, was occasioned by many causes; chiefly of the change from one form of government to another, which necessarily required time and expense to properly organize an effective working force to carry out the changed conditions of government. To illustrate, the new charter created many offices which did not exist under the old charter, and the commission, by ordinance, fixed the salaries required to be paid by the city under the new charter, and so fixed by ordinance, amounted to \$14,416.66

for the five months beginning July 1 and ending December 1, 1914, as against a salary list of \$7,450 for the corresponding period of 1913 under the old charter, an increase of \$6,966.66 for this item alone. In other words, this item alone in a large measure offsets the increased cost of maintenance and operation of the city, in all its branches, for that period. Again, the purchase of new fire equipment and the construction of two new fire stations required an increase in the force of the paid fire department to properly handle, maintain and conduct the same, and the increased cost of the fire department for the said five months beginning July 1 and ending December 1, 1914, thus occasioned, was \$2,332.26 over the corresponding period of 1913. Again unavoidable circumstances required the increase of the force of the police department to nearly double its former number. This increase of force increased the cost of the police department during the five months ending December 1, 1914, \$4,596.72 over and above the cost of the police department for the corresponding months of the year 1913, as is more specifically shown in the answer to the second preamble. Against the cost of printing ordinances of the commission for the five months ending December 1, 1914, exceeded the cost of printing ordinances of the common council for the five corresponding months of 1913 \$381.85, which increased cost was necessitated by the provisions of the new city charter. Again, \$425 was paid for per diem compensation to the mayor and members of the commission for the five months ending December 1, 1914, while no such expense was required or incurred under the old charter. And this manager further says that the total expense and cost of the operation of the city government of Phoenix, embracing all its departments, for the five months ending December 1, 1914, amounted to \$11,119.56; while the maintenance of the city government for the five corresponding months of 1913 amounted to \$101,226.67, which shows the above increase of \$9,872.89; but that, as a matter of fact, instead of an increase occurring in the cost of operation of the city government of \$9,872.89, as shown above, there was a decrease in the ordinary expenses of operation of the city government, as compared with the corresponding five months of 1913, of over five thousand dollars; and the increase in the police department, the increase in the fire department, the increase in the salaries of the officers, the increase in the cost of printing ordinances, and the compensation of the mayor and commissioners, as above shown, are taken into consideration, which expenditures could not be covered by this manager. In other words, if conditions as they existed during the five months ending December 1, 1914, had continued during the five months ending December 1, 1913, there would have been a decrease in the cost of operation of the city government of over five thousand dollars; and the fact is that there has been a general decrease in the expenses of the operation and maintenance of the city government since the first day of July 1914, to the present time, despite the continued growth of the city, which has correspondingly and necessarily increased the expenses of maintenance and operation of the city; for instance, in the water department, for said period, there was pumped 108,246,000 gallons of water in excess of the number of gallons of water pumped during the corresponding five months of the previous year.

This manager, answering preamble II of said form of resolution, says that there has been an increase in the cost of operation of the police department for the five months ending December 1, 1914, as compared with the cost of operation of the police department for the five months ending December 1, 1913, of \$4,596.72;

but denies that said increased expenditure has resulted in no benefit whatever to the City of Phoenix. And this manager, further answering said preamble II, says that such increased expenditure was necessarily incurred; that soon after he took office, a plot was discovered to exist in the city and in the surrounding neighborhood of the city, promoted by Mexican bandits and revolutionists, which has for its purpose the enlisting and arming of Mexicans to take part in the revolution which was then taking place in the republic of Mexico, and that the parties engaged in said plot had planned to take the city of Phoenix by assault and sack the city, and thus provide themselves with arms and money to carry out said plot; and were endeavoring to persuade Indians upon the Pima Indian reservation to join them in the enterprise. The information came to this manager through reliable sources, and not only was said information brought to this manager, but was also given to the sheriff of Maricopa county, as well as the governor of the state, and that the same information reached the mayor and members of this commission; that this manager was requested by a number of the businessmen of Phoenix, as well as by members of this commission, to take necessary precautions to forestall the consummation of said plot, and to increase the police force for that purpose, which he did; and that, subsequently, in the month of August, the persons engaged in said plot were apprehended by the county and federal authorities, and have since been convicted and sentenced; that about the time said plotters were arrested, a large number of unemployed persons arrived in the city from outside points, principally from Ray, Arizona, and El Paso, Texas; and that among these persons there were many suspicious characters, and that about that time, and for some time afterwards, many robberies occurred in the city, particularly in the residence district of the city, and also there occurred at about that time a number of fires of incendiary origin, and that it became necessary to retain the police force in the city, which this manager has therefore called upon his assistance to guard against the Mexican plotters aforesaid, in order to safeguard the residence portion of the city where said robberies and depredations were being committed and to maintain peace and good order in the city; and by reason of the conditions and necessities above detailed, this manager maintained said police force at its increased number so long as necessity existed therefor; and that, as soon as he safely could do so, he reduced said police force, and is now causing the same to be reduced as rapidly as conditions warrant.

Answering the third preamble, the City Manager admits that he expended for the city the sum of \$29,429.72 for the improvement of the fire department, in the purchase of three motor propelled, combination chemical and hose wagons, and five thousand feet of new hose, which sum was the reasonable value of the same and all of which expenditures were authorized and approved by the city commission; but denies that, despite said expenditures, the efficiency of the fire department has been materially lessened, or lessened at all, or that there have been hampered in the discharge of their duties, or that any loss of the organized cooperation of the volunteer fire companies has occurred through any reason whatsoever; and denies that the volunteer fire companies have become or are organized or inefficient by reason of any improper acts or neglect of this manager; admits that, in many cases, this manager has caused to be appointed, with the approval of the fire chief, men to the paid department, who were not members of the volunteer fire department, as by the charter and ordinances he was authorized to do; and says that in all cases, in the appointment of men to the paid fire department, he was actuated by the desire to obtain the most efficient men for the places; and where men of equal efficiency were candidates, the preference has been given to members of the volunteer fire department. And the manager further denies that he has ever discriminated, or caused any discrimination, against the appointment of members of the volunteer fire department to replace in the paid fire department; but, on the contrary, this manager has done all in his power to uphold and uphold the volunteer fire department, and has recommended to the commission legislation for their promotion, which legislation has been adopted and enacted by this commission; and has always favored members of the volunteer fire department for places in the paid fire department when their views could be used to the advantage of the city, and has always encouraged the promotion of the volunteer fire department and its cooperation with the paid fire department.

The City Manager denies that he has neglected the proper care of the fire apparatus of the city at any time, or that prior to the 16th day of November 1914 in said city, for the reason that the steam fire engine was out of repair, this manager failed to cause said engine to be repaired; but, on the contrary, says that shortly prior to the 16th day of November, 1914, when the Jones fire occurred, the city then possessed two steam fire engines, one large and one small, and that about that time he caused said engines to be tested, and that during said tests the flues in the larger engine failed by reason of leakage, and that he then immediately caused the smaller steam fire engine to be placed in commission and in good working order, and thereupon dismantled the larger engine and at once ordered new flues for the same from the manufacturers of said engine, at Minneapolis, Minnesota, for the reason that such flues could not have been obtained elsewhere, and that said Jones fire occurred before said new flues had been secured; and denies that serious loss

or any loss at all was occasioned at said Jones fire because said larger engine was out of repair.

The City Manager, for answer to the statement contained in said paragraph III, which reads as follows: "The Fire Chief is unable to remedy the existing conditions, by reason of the fact that said City Manager has deprived the said Fire Chief of all authority, and that the firemen will not take commands from fire chief because said commands are subject to countermand, and have been countermanded by the said City Manager, and the authority of the chief of the fire department is held in contempt by his subordinates, similarly as in the case of the chief of police," says that said statement is without foundation whatsoever, and is absolutely false.

This manager further denies that there is or has been any loss in efficiency or discipline in the fire department at any time since he became City Manager of the City of Phoenix.

This manager admits that the cost of operation of the fire department for the five months from July 1 to December 1, 1914, has been increased over the cost of operation for the same five months of the year previous; and says that said increase and the whole thereof was occasioned by the increase in the salary of the fire chief, fixed by ordinance, and by the employment of additional men in the paid fire department and the purchase of additional supplies, necessitated by the purchase and operation of the additional fire equipment heretofore mentioned.

This manager admits that the department of general government, including the offices of mayor, city magistrate, city manager, city auditor, city treasurer, city assessor and collector, city attorney, city engineer and maintenance of city hall, has been increased for the five months from July 1 to December 1, 1914, by about \$976.60; and no more; that the office of city treasurer shows an increase of about \$647 over the corresponding period of the preceding year, and in that behalf says that during the said period for the year 1913 the said mayor drew no compensation, whereas, under the new city charter, the mayor of the City of Phoenix is now entitled to draw, and did draw compensation in the sum of \$300 per annum, as likewise did each of the city commissioners; that during said period for 1913 there was no city manager, whereas, during the said five months, ending December 1, 1914, there was a city manager, an office created by the charter, whose salary is fixed by the charter and by ordinance at the sum of \$5,000 per annum; that during said period for the year 1913 there was no city auditor, whereas, during the said period for 1914, there was a city auditor, an office created by the charter, with a salary fixed by the commission, by ordinance, at \$2,000 per annum; that for the said period of 1913 the city treasurer drew a salary of \$40 per month, whereas, for the corresponding period of 1914, the salary of the city treasurer was, by ordinance, fixed at \$125 per month; that during said period for 1913 the city assessor and collector received a salary of \$150 per month, whereas, during the corresponding period of 1914, the city assessor's salary, as fixed by ordinance, was \$175 per month; that for the said period of 1913 the city attorney was paid a salary of \$125 per month, whereas, during the corresponding period for 1914, the city attorney's salary, as fixed by ordinance, was \$168.66 per month; that for the said period of 1913 the city recorder acted as city magistrate, and here was no separate office of city magistrate, whereas, during the corresponding period for the year 1914, the city magistrate, an office created by charter, received a salary of \$150 per month, as fixed by the charter and by ordinance, and that the city clerk, an office created by charter, succeeded to the duties of the city recorder as such, and has drawn a salary during the corresponding period of 1914 of \$125 per month, as fixed by ordinance, making a combined salary of \$325 per month for the city clerk and city magistrate as against a salary of \$200 per month in 1913 for the city recorder, acting in the combined capacity of city magistrate and city recorder.

In addition thereto, the city commission authorized the appointment of a stenographer in connection with the city attorney's office, for the purpose of codifying the ordinances of the common council of Phoenix and typing new ordinances of the commission under the provisions of the charter, which was necessary to be done in order to give effect to the new charter provisions, which said stenographer has, in addition to said work, reported proceedings at all meetings of the commission, and, at the request of the city attorney, reported cases in the city court considered to be of importance; and has also assisted the city inspector of

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buildings in the preparation of building ordinances and regulations; and has likewise written out, at the request of individual members of the commission, the minutes and proceedings of the committee appointed by the commission upon charter revision, for which services said stenographer has been paid a salary of \$120 per month, and all has been charged against the office of the city attorney and as an expense in the maintenance thereof, and which said services rendered by said stenographer have been actually necessary and beneficial to the city, and that said services thus performed by him were reasonably worth at least \$100 per month.

Answering preamble V of said form of resolution, this manager says that he has heretofore fully answered the matters contained in the first paragraph thereof.

And answering the second paragraph of said preamble, this manager says that the office of building inspector shows an increase of \$405.98; but denies that, in spite of said increase, the work of the office of said inspector has become negligible, due to the decrease in building operations in the city; and in that regard says that the increase of \$405.98 in the office of the building inspector during the five months ending December 1, 1914, over and above the expenses of operating said office during the five months ending December 1, 1913, was occasioned by the payment of salary to the building inspector, fixed by ordinance of this commission, which amounted to \$250 more for said five months ending December 1, 1914, than the salary of the building inspector for the five months ending December 1, 1913; and that the remainder of the increased expense of said office (\$155.98) was for necessary supplies for use in the office of the building inspector and for upkeep and operation of automobile used by him in performing the work of his office; and further says that, since this manager has been in office, the work in the office of the building inspector has increased, rather than decreased, owing to the fact that the building inspector, in addition to his duties as such, has also had annexed to his office the inspection of plumbing and the inspection of electrical wiring; and moreover, under an ordinance of this commission, he is required not only to approve plans for the construction of buildings, alterations and repairs of buildings, and removal of buildings, but, in addition, he is required to superintend and approve the installation of plumbing and of electrical wiring, and to supervise and approve the erection of buildings, for the protection, not only of the city, but also for the protection of the persons having the same done, which additional services thus rendered by the building inspector during the five months ending December 1, 1914, and now being rendered by him, were not performed by the former building inspector during the five months ending December 1, 1913.

Answering the third paragraph of said preamble V, this manager denies that the expenses of operation and maintenance of the department of public health for the five months ending December 1, 1914, show an increase of \$197.63 over and above the cost of operation and maintenance of said department for the five corresponding months in the year 1913.

And the manager further says that, instead of there being an increase in the cost of operation and maintenance of said department during said period, there was a decrease of \$191.16.

VI.

This manager, answering preamble VI of said form of resolution, says that sanitation and promotion of cleanliness, including sewers and sewage disposal, street cleaning and refuse disposal, shows an increase of \$498.96 more during the five months from July 1 to December 1, 1914, over the same period for the previous year; but denies that the conditions under said department are generally no better than for the previous year, or that they are noticeably worse as regards the cleaning of streets and ditches and disposal of refuse; and further says that said increase of \$598.15 was occasioned for remedying conditions in the sewage septic tanks and the disposal of sewage discharge from said tanks at the end of the city's sewer system, which had been neglected and permitted to stagnate prior to this manager coming into office.

and was obnoxious to those living in the surrounding neighborhood, and which remedying of said conditions was necessary to prevent threatened legal proceedings by such persons effected, for damages, against the city, and to join the city from permitting the sewage to discharge from its said septic tanks into the adjacent sloughs and to remain and stagnate therein, which expenditures were incurred by this manager to avoid such threatened litigation and to remove the said cause of offense; and that the same was removed and such litigation avoided.

VII.

Answering the matters contained in the seventh preamble, this manager admits that, on or about the 27th day of October, 1914, he presented to the commission a preliminary report, with estimates of cost, covering the installation of an auxiliary pumping plant, combined with a street lighting plant and system; and says that said report and the estimates of cost therein contained were and are based upon reliable data and information. He admits that the city of Phoenix, after the filing of said report, entered into a new contract with the Pacific Gas and Electric company, whereby the cost of electrical energy to the city was reduced from five cents per kilowatt-hour to two and one-half cents per kilowatt-hour, and thereby the cost of lighting the city and of pumping at the city water works was reduced one-half; but states that he has no knowledge as to whether or not the commission was advised regarding the correctness or incorrectness of said report; but if the commission was advised that said report was incorrect, then such advice was unreliable.

VIII.

Answering the eighth preamble, the City Manager admits that he made a report to the city commission and to the property owners on Monroe street upon the paving of streets in the City of Phoenix; but denies that said report was erroneous or misleading with respect to the matters therein contained; and says in that behalf that, at the request of certain of the property owners in the city of Phoenix and of the commissioners individually, he, at his own expense, went to California and stayed for a period of about two weeks, and in conjunction with Commissioner Cope, visited various cities in Southern California, and also inspected public highways, where paving had been and was being laid, and

inspected and investigated said paving with a view of ascertaining the relative cost and efficiency of the various classes of paving and paving materials used, thereof, which might be suitable for the paving of the streets of the City of Phoenix; and after such inspection and investigation, and upon his return to the City of Phoenix, he reported to the city commission and to the said property owners in Phoenix the result of said investigations, with an enumeration of various classes and kinds of paving being used successfully in Southern California and which he deemed proper for use in the City of Phoenix, and which were being laid in Southern California at a less cost than the cost of bituminous pavement, and which, in his judgment, could be used in the City of Phoenix at a less cost than the bituminous pavement, and with equal efficiency.

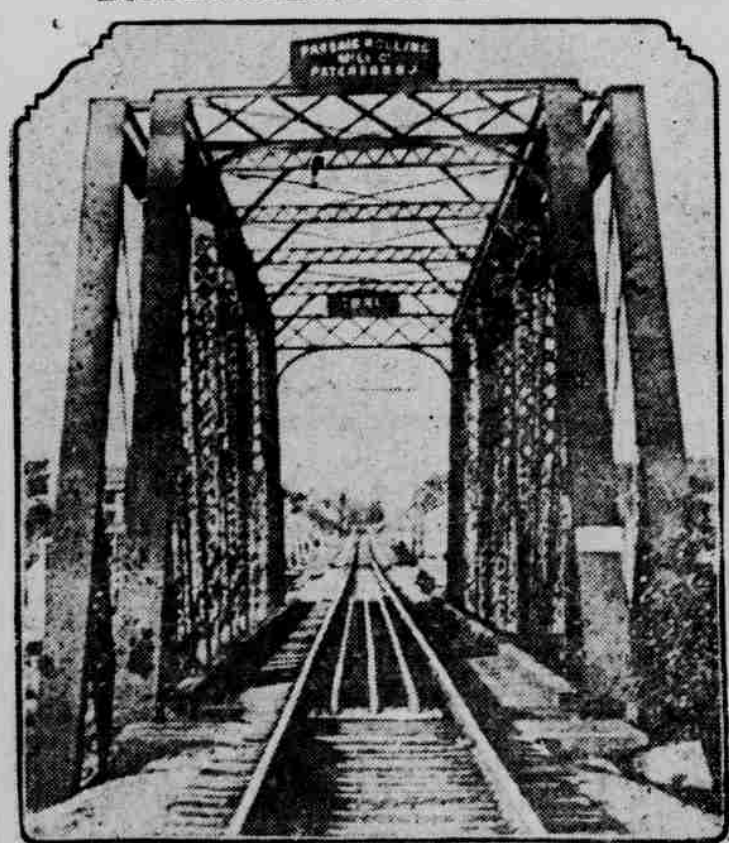
This manager further states that, if any disagreement exists among the property owners on Monroe street as to what class of pavement should be laid on said street, or whether said street should be paved at all, much disagreement cannot be attributed to this manager nor to any report he has made or action he has taken in the matter.

IX.

Answering the ninth preamble, this manager denies that he caused to be installed a fire alarm system in the city in such a manner that in many places, in case of fire, the wires of the alarm system would be immediately destroyed, thereby destroying the efficiency of the said fire alarm system; but says, in that behalf, that he added to and extended the fire alarm system which was in existence when he took office, by putting in twenty-five new fire alarm boxes to cover parts of the city other than those theretofore covered, and that in adding to and extending said system he divided the system into three circuits, which theretofore had existed under one circuit, and in operating said additional system and circuits in many instances the wires which theretofore had been used were connected with; and that, while said existing wires so used were and are in many places subject to be destroyed if a fire should occur and burn the buildings upon which they rest, nevertheless, the system as now installed can be operated through the other two circuits which would be unaffected by the temporary interruption of the first circuit.

(Continued on Page Four)

GERMAN WHO TRIED TO DESTROY THIS BORDER BRIDGE FIGHTS EXTRADITION



International bridge at Vanceboro, Me.

Warner Van Horn, the German who tried to blow up this international bridge over the St. Croix river at Vanceboro, Maine, is fighting extradition to Canada on the ground that he "did not set foot in Canada." He admits having been on the Canadian side of the bridge.

ATTACHING BOMB TO AN AEROPLANE



The illustration shows the method of attaching an aeroplane bomb to one of the German Taubes before starting an aerial raid. The pear-shaped missile is attached in such a manner that it may be easily dropped upon the object marked for destruction.

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